

DISABILITY BUY-OUT POLICY

POLICY CONDITIONALLY RENEWABLE DURING ITS TERM. THIS POLICY MAY BE TERMINATED ONLY AS STATED IN THE TERMINATION PROVISION. PREMIUMS ARE GUARANTEED. NONPARTICIPATING.

This policy is a legal contract between the Owner and Us. The policy is issued in consideration of the application and payment of premiums. We will pay this policy's benefits due to Total Disability or other qualifying loss resulting from Injury or Sickness subject to the definitions, exclusions and other provisions of this policy. The Total Disability or other qualified loss must begin while the policy is in force.

The term of this policy starts at 12:01 a.m. on the Policy Date. While this policy is in force, We cannot:

1. Change the policy; or
2. Change the premium rate.

TERMINATION

The term continues until 12:00 a.m. on the earliest of the:

1. Insured's Age 65 Policy Anniversary; or
2. Date the Insured terminates Active Full-Time Employment with the Firm for any reason other than Total Disability; or
3. Date the Buy-Sell Agreement is terminated; or
4. Date the Maximum Aggregate Benefit or the final Buy-Out Expense payment is paid; or
5. Date of the Owner's written request to terminate the policy; or
6. End of the grace period; or
7. Death of the Insured.

30 DAY EXAMINATION OFFER

It is important to Us that the Owner is satisfied with this policy and that it meets the Owner's insurance goals. If the Owner is not satisfied with this policy for any reason, the policy may be returned to either the producer or Our Home Office within thirty days of its receipt. We will refund any premiums paid and the policy will be considered void from its inception. **PLEASE READ THE POLICY CAREFULLY.**

IMPORTANT NOTICE

Please review the copy of the application attached to this policy. The application is part of the policy. The policy was issued on the basis that the answers to all the questions and the information shown on the application are correct and complete. Material misstatements or omissions on the application could void the policy. If any information on the application is not correct or is omitted, please call or write Principal Life Insurance Company, Individual Disability Insurance, 711 High Street, Des Moines, Iowa 50392-0001, 1(800) 247-9988.

Joyce N. Hoffman

Vice President and Corporate Secretary

David J. Drury

Chairman and Chief Executive Officer



**Principal Life
Insurance Company**

711 High Street
Des Moines, Iowa 50392-0001

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A copy of the application and any riders are attached to the back of this policy.



Principal Life
Insurance Company
Des Moines, Iowa 50392-0001

DATA PAGE

S Disability Buy-Out Insurance

POLICY INFORMATION

Policy Number: Sample
Owner(s): Jane Doe
Insured's Name: John Doe
Insured's Age and Gender Class: 35 - Male
Policy Date: May 1, 2003

The Elimination Period is: 365 Days
Payment Method For Buy-Out Expense Benefit is: Lump Sum

<u>Benefits for Total Disability Beginning</u>	<u>Maximum Lump Sum Benefit</u>	<u>Maximum Aggregate Benefit</u>
Prior to Insured's Age 61 Policy Anniversary	\$500,000	\$500,000
On or After Insured's Age 61 Policy Anniversary but Prior to Insured's Age 62 Policy Anniversary	\$400,000	\$400,000
On or After Insured's Age 62 Policy Anniversary but Prior to Insured's Age 63 Policy Anniversary	\$300,000	\$300,000
On or After Insured's Age 63 Policy Anniversary but Prior to Insured's Age 64 Policy Anniversary	\$200,000	\$200,000
On or After Insured's Age 64 Policy Anniversary but Prior to Insured's Age 65 Policy Anniversary	\$100,000	\$100,000

Also see the Exclusions and Limitations section of the policy.

IMPORTANT: Buy-Sell Agreement must be in force at the time Total Disability begins.

RIDER INFORMATION

HH 717 Benefit Update Rider

Effective Date: May 1, 2003

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PREMIUM INFORMATION**POLICY**

Disability Buy-Out: \$2,155.00

RIDERS

Benefit Update: \$0.00

Total Annual Premium: \$2,155.00

PAYMENT OPTIONS	Premium	Annualized Premium	Administrative Charge Included*
Total Annual Premium:	\$2,155.00	\$2,155.00	\$0.00
Semi-Annual Premium:	\$1,104.44	\$2,208.88	\$53.88
Quarterly Premium:	\$565.69	\$2,262.76	\$107.76
PAW/EFT/Monthly Premium:	\$188.56	\$2,262.72	\$107.72

*For payment options other than Annual, this is the additional annual administrative charge included in the Premium amount.

If you have any questions, call your agent. To file a claim, call our Home Office at 1-800-247-9988.

This Data Page Prepared On: May 1, 2003

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POLICY DEFINITIONS

The following defined terms and phrases are capitalized throughout the policy. Please read them carefully as they will help you understand the policy provisions.

ACTIVE FULL-TIME EMPLOYMENT -- means the Insured is Working at least thirty hours a week for the Firm.

ADJUSTMENT DATE -- means the effective date of any change in coverage made to the policy. The most recent Adjustment Date, if any, is shown on the current Data Page.

AGE POLICY ANNIVERSARY -- means the Policy Anniversary on or next following the Insured's birthday. For example, if the Policy Date is June 5, 2010, and the Insured is 45 years old on April 3, 2030, the Age 45 Policy Anniversary is June 5, 2030.

BUY-OUT EXPENSE -- means the expense incurred by the Owner in performance of the terms of the Buy-Sell Agreement in effect when the Insured's Total Disability began.

BUY-SELL AGREEMENT -- means the written agreement between the Insured and the Owner establishing the purchase of the Insured's ownership interest in the Firm in the event of the Insured's Total Disability. The Buy-Sell Agreement must be in force at the time Total Disability begins. We are not a party to this agreement.

DOCTOR -- means a Medical Doctor (MD), Doctor of Osteopathy (DO) or Doctor of Chiropractic (DC) who is licensed by law, and is acting within the scope of the license, to treat an Injury or Sickness. If the Disability is due to a disease or disorder classified in the most current Diagnostic and Statistical Manual of Mental/Nervous Disorders (DSM) published by the American Psychiatric Association or its successor, the person must be a board-certified psychiatrist or a licensed doctoral level psychologist. The person cannot be the Insured, any person related to the Insured by blood or marriage, the Owner, a business or professional partner or associate, or any person who has a financial affiliation or business interest with the Insured or Owner.

ELIMINATION PERIOD -- means the number of days of Total Disability, due to the same or related cause, that must elapse before benefits become payable. The days of Total Disability required to satisfy the Elimination Period do not need to be consecutive, but must occur within a period not greater than the Elimination Period plus 180 days. The current Data Page shows the Elimination Period.

FIRM -- means the partnership, limited liability company or corporation named on the application in which the Insured has an ownership interest which this policy insures including any legal change in business name.

HOME OFFICE -- means Principal Life Insurance Company, 1711 High Street, Des Moines, Iowa 50392-0001.

INJURY -- means accidental bodily injury which occurs while this policy is in force.

INSURED -- means the person named as the Insured on the current Data Page of this policy.

MAXIMUM AGGREGATE BENEFIT -- means the amount shown on the current Data Page. It is the maximum amount payable for any Total Disability.

MAXIMUM LUMP SUM BENEFIT -- means the maximum lump sum amount payable for any Total Disability. If you choose this payment method, it will be shown on the current Data Page.

MAXIMUM MONTHLY BENEFIT -- means the maximum monthly amount payable for any Total Disability. If you choose this payment method, it will be shown on the current Data Page.

OCCUPATION -- means the occupation(s) in which the Insured was engaged for the Firm at the time Disability began.

OWNER -- means the person or Firm named as the Owner in the application. Certain policy rights may only be exercised by the Owner.

POLICY ANNIVERSARY -- is computed from the Policy Date. For example, if the Policy Date is June 5, 2010, the Policy Anniversary is June 5 of every year thereafter.

POLICY DATE -- means the date coverage under this policy begins. This date is shown on the Data Page.

REGULAR CARE BY A DOCTOR -- means:

1. The Insured is evaluated in person by a Doctor; and
2. The Insured receives treatment appropriate for the condition causing Total Disability; and
3. The Insured's evaluations and treatment are provided by a Doctor whose specialty is appropriate for the condition causing Total Disability; and
4. The evaluations and treatment must be at a frequency intended to return the Insured to Work in the Occupation; and
5. The Insured must pursue reasonable treatment options or recommendations to achieve maximum medical improvement.

We may require the Insured to have the Doctor provide Us with a written evaluation and treatment plan for the condition causing the Total Disability, which meets generally accepted medical standards and is satisfactory to Us.

We may waive the Regular Care By A Doctor requirement if it is determined by Us that continued care would be of no benefit to the Insured.

SICKNESS -- means an illness or disease which first manifests itself on or after the Policy Date and while this policy is in force.

TOTAL DISABILITY -- means, solely due to Injury or Sickness:

1. The Insured is unable to perform the substantial and material duties of the Occupation; and
2. The Insured is not Working in any other occupation for the Firm, and
3. The requirements of the Claim Information section are satisfied.

In order to be eligible for Total Disability, there must also be no reasonable job or work site modifications which would allow the Insured to Work.

We will pay benefits as if the Total Disability was caused by only one Injury or Sickness if the Total Disability was caused by more than one Injury or Sickness.

WE, OUR, US -- means Principal Life Insurance Company.

WORK/WORKING -- means the Insured performs a labor or service, including but not limited to supervision, management or direction for any business activity, for which the Insured receives wages, salary or other compensation.

BENEFIT SECTION

CONDITIONS OF PAYMENT

The Buy-Out Expense benefit will become payable to the Owner the later of the end of the Elimination Period or the date a Buy-Out Expense is incurred, if:

1. The Insured incurs a Total Disability while engaged in Active Full-Time Employment for the Firm; and
2. The Insured has an ownership interest in the Firm when the Buy-Out Expense is incurred; and
3. The Owner incurs a Buy-Out Expense in performance of the terms of the Buy-Sell Agreement that is in force at the time the Total Disability begins; and
4. The requirements of the Claim Information section are satisfied.

We will refund any excess premium paid for the 12 months prior to the date of Total Disability if the total Buy-Out Expense amount incurred is less than the benefits shown on the current Data Pages.

We will waive the requirements of Total Disability during the Insured's lifetime after a payment of a Buy-Out Expense benefit has been made.

If the Insured has Buy-Out Expense coverage with another company in effect at the time of Total Disability, the benefits of this policy will be adjusted to a proportion equal to the percentage this policy's benefit bears to the total amount of Buy-Out Expense coverage. The total benefits provided by this policy and any other Buy-Out Expense coverage in effect at the time of Total Disability will not exceed the total Buy-Out Expense incurred.

BENEFIT PAYMENT METHODS

Three payment methods are shown below. Benefits are payable only under the applicable payment method shown on the current Data Page.

1. Monthly Payment Method:

The monthly amount payable is equal to the lesser of the actual monthly Buy-Out Expense the Owner incurred or the Maximum Monthly Benefit shown on the current Data Page. The total of all monthly benefit payments will not exceed the lesser of the total Buy-Out Expense or the Maximum Aggregate Benefit.

If the Insured dies, benefit payments under this method will stop as of the date of death.

2. Lump Sum Payment Method:

The lump sum amount payable is equal to the lesser of the actual lump sum Buy-Out Expense the Owner incurred or the Maximum Lump Sum Benefit shown on the current Data Page. The total of the lump sum benefit will not exceed the lesser of the total Buy-Out Expense or the Maximum Aggregate Benefit.

The Owner may request that the lump sum benefit be paid in equal guaranteed installments over a period not to exceed ten years. We must mutually agree upon the terms for guaranteed installment payments.

3. Combination Payment Method:

This payment method is a combination of the Monthly Payment Method and the Lump Sum Payment Method. We will pay an amount equal to the lesser of the actual lump sum Buy-Out Expense the Owner incurred or the Maximum Lump Sum Benefit shown on the current Data Page.

After the lump sum benefit is paid, monthly payments will begin. The monthly amount payable is equal to the lesser of the actual monthly Buy-Out Expense the Owner incurred, or the Maximum Monthly Benefit shown on the current Data Page.

The benefits provided by this payment method will not exceed the Maximum Aggregate Benefit shown on the current Data Page.

If the Insured dies, benefit payments under this method will stop as of the date of death.

BENEFITS BEGINNING WITH AGE 61 POLICY ANNIVERSARY

Starting on the Insured's Age 61 Policy Anniversary benefits provided by the payment method you have chosen will be modified as shown on the current Data Page.

WAIVER OF PREMIUM BENEFIT

If the Insured is Totally Disabled for 90 consecutive days and the requirements of the Claim Information section are satisfied:

1. We will refund the monthly pro rata portion of any premium paid for coverage after the date Total Disability began; and
2. We will waive the payment of premiums which come due during the Total Disability.

The Waiver of Premium benefit will end when the Insured is no longer Totally Disabled, or the policy is terminated under the Termination provision of this policy.

LEGAL/ACCOUNTING FEE BENEFIT

We will reimburse the Owner for legal and accounting fees, up to a maximum of \$3,000, if such fees are incurred in performance of the Buy-Sell Agreement as a result of the Insured's Total Disability. This benefit is an additional benefit and is not subject to the Maximum Aggregate Benefit shown on the current Data Page.

DEATH BENEFIT

We will pay the Owner a benefit equal to 2 times the Maximum Monthly Benefit shown on the current Data Page for the Insured's age at the time of death if the Insured dies while a monthly Buy-Out Expense benefit is being paid. The Death Benefit is an additional benefit and is not subject to the Maximum Aggregate Benefit shown on the current Data Page. No Death Benefit will be paid in association with the Lump Sum Payment method.

EXCLUSIONS AND LIMITATIONS

The following exclusions and limitations apply to this policy.

EXCLUSIONS

This policy does not pay benefits for an Injury or Sickness which in whole or in part is caused by, contributed to by, or which results from:

1. Intentional, self-inflicted injury; or
2. The Insured's commission of or attempt to commit a criminal act, or the Insured's involvement in an illegal occupation or activity; or
3. The suspension, revocation or surrender of the Insured's professional or occupational license or certification; or
4. Active military service during a military action or conflict.

No benefits are payable for any period of Total Disability in which the Insured is incarcerated in a penal or correctional institution for a period of 30 consecutive days or longer.

OTHER EXCLUSIONS AND LIMITATIONS

There may be other exclusions or limitations on this policy in addition to those stated in this section. Additional exclusions or limitations, if any, are described in riders or endorsements attached to and a part of this policy.

CLAIM INFORMATION

NOTICE OF CLAIM AND PROOF OF LOSS

The Insured or Owner (or someone acting as a legal representative) must fulfill all of the following requirements:

1. Give Us written notice of claim, including the Insured's name and the policy number, within 30 days of the date the Total Disability began.

Failure to provide timely notice of a claim will limit past benefit payments under all policy provisions. If the Insured qualifies for benefits under the terms of the policy, past benefits will only be payable for a period of six months prior to the date We received the notice of claim in the Home Office.

2. Send any proof of loss requested by Us to Our Home Office within 90 days after the end of each monthly period for which Total Disability is being claimed.

If proof of loss acceptable to Us has not been submitted within one year after the date required, benefits will be denied. An exception will be made only if the Insured and the Owner were not mentally competent to make a claim.

3. Provide proof of loss requirements at a reasonable frequency required by Us.
4. Fully cooperate with Us concerning all matters relating to this policy and any claims filed under the policy.

We will:

1. Send a claim form upon Our receipt of notice of claim. If We do not furnish the claim form within 15 days after notice of claim was sent to Us, the Insured or the Owner should send Us a letter describing in detail the date of disability, the cause and extent.
2. Promptly notify the Insured (and the Owner if the Insured is not the Owner) if any additional proof of loss requirements are necessary before a final claim determination can be made.
3. Pay the benefit as outlined by the policy provisions, subject to the proof of loss requirements.
4. Promptly notify the Insured (and the Owner if the Insured is not the Owner) if benefits are not payable and why.

We must be provided with satisfactory written proof of loss. This is information that We deem necessary to determine whether benefits are payable and the amount of benefits payable. If the proof of loss requirements We request are not received, the claim will be denied. Proof of loss requirements include, but are not limited to:

1. Any requested claim form including claim forms from the Insured and the Insured's Doctor(s) or the letter described above;
2. Documentation demonstrating the Insured is under Regular Care By A Doctor;
3. Documentation of objective medical evidence of the Insured's Injury or Sickness;
4. Copies of medical records, test results and/or Doctor's progress notes;
5. Copies of the Buy-Sell Agreement and business valuation documents and satisfactory evidence Buy-Out Expense payments have been made, which may include, but is not limited to, copies of negotiated financial instruments;
6. Financial documents, which may include copies of Federal Income Tax Returns, Certified Public Accountant's statements, billing/expense information, bank statements, cancelled checks, IRS authorization, or other documents We deem necessary;
7. Examination(s) of financial records performed by Us or an independent financial examiner hired by Us;
8. Employer/employment information;
9. Independent Medical Examination(s). (See Independent Medical Examination provision below);
10. A personal interview with a company representative, which may include a statement under oath;
11. Evidence that reasonable job or work site modifications are not feasible; and
12. Other proof of loss requirements We deem necessary.

Any costs involved in submission of proof of loss requirements are the Insured's or Owner's responsibility to pay, except for costs incurred by Us in numbers 4, 7 and 9 above.

INDEPENDENT MEDICAL EXAMINATION

We have the right to require medical examinations, functional capacity evaluations and/or psychiatric examinations while the claim is pending. The examinations may include x-rays, blood and urine tests, psychological tests, and other tests or procedures that We deem reasonable to evaluate whether the Insured meets the definition of Total Disability. The examinations will be performed by a doctor or specialist We deem appropriate for the condition and will be conducted at the time, place and frequency We reasonably require, during a claim for Total Disability. We reserve the right to choose the examiners. The examinations will be paid for by Us. Benefits will be denied if the Insured fails to have an examination and any charges incurred for not attending an appointment, as scheduled, will be the Insured's responsibility.

CLAIMS WHILE OUTSIDE THE UNITED STATES

If the Insured is residing or staying outside the United States during any period for which Total Disability is being claimed, the following additional requirements are applicable:

1. Any evidence submitted for the claim will be required to be translated by the U.S. Embassy and contain the U.S. Embassy seal.
2. The Insured may be required to return to the United States at a frequency We deem necessary to substantiate the claim for Total Disability. All/any expenses incurred by the Insured for returning to the United States will be the Insured's or Owner's responsibility.
3. The Insured or Owner must notify Us in advance of any return by the Insured to the United States and the change of address.

CONTINUING BENEFITS

Continuing benefits are subject to proof of the continuation of the Buy-Out Expense. Proof of continuing expense shall be furnished as often and in such form as We may reasonably require, and may consist of copies of current financial, negotiated financial instruments and other proof deemed to be necessary. If proof of the continuation of the Buy-Out Expense is not received, further benefits will be denied.

PAYMENT OF A CLAIM

After We receive satisfactory proof of loss, We will pay any benefit due. Any balance not yet paid when Our liability ends will be paid immediately. Benefits will be paid to the Owner.

OVERPAYMENT OF BENEFITS

If an overpayment of benefits should occur, We have the right to either recoup the overpayment from future claim benefits or require reimbursement within 60 days from the Owner.

LEGAL ACTION

Legal action may not be started against Us to recover on this policy until 60 days after filing of proof of loss or more than 3 years after the filing of proof of loss as required under this policy.

PREMIUMS AND REINSTATEMENT

PAYMENT OF PREMIUM

The first premium of this policy is due on the date the policy is issued. After that, premiums are payable in the amount and frequency chosen from those shown on the current Data Page. The Owner may change the frequency of premium payments except that We will not allow a change while the Insured is Totally Disabled. All premiums are to be sent as provided in the premium notices.

GRACE PERIOD

Except for the first premium, We allow a grace period of 31 days after the premium due date to pay the premium due. The policy will stay in force during the grace period. Benefits for a Total Disability beginning in the grace period will be payable only if the due premium is received before the grace period expires subject to all other terms and conditions of the policy.

If a premium is not paid by the end of the grace period, it is in default and the policy will terminate effective the premium due date.

REFUND AFTER DEATH

We will refund any full month's premium paid for coverage beyond the Insured's death. We must be given written proof, satisfactory to Us, of the Insured's death. We will refund any premium to the Owner.

TERMINATION

This policy terminates on the first of the:

1. Insured's Age 65 Policy Anniversary; or
2. Date the Insured terminates Active Full-Time Employment with the Firm for any reason other than Total Disability; or
3. Date the Buy-Sell Agreement is terminated; or
4. Date the Maximum Aggregate Benefit or the final Buy-Out Expense payment is paid; or
5. Date of the Owner's written request to terminate it; or
6. End of the grace period; or
7. Death of the Insured.

REINSTATEMENT

With Our approval, this policy may be reinstated anytime within one year after termination. Payment of past due premiums is required. We may also require an application and evidence of insurability under Our then current underwriting guidelines.

When an application for reinstatement is required by Us, reinstatement takes effect on the date We approve the application. If We do not decline reinstatement in writing within 45 days, the policy will be reinstated on the 45th day after the date of the conditional receipt.

When no application for reinstatement is required by Us, reinstatement takes effect on the date We receive past due premiums in Our Home Office.

A reinstated policy only covers a Total Disability from:

1. A Sickness which first manifests itself more than 10 days after the date reinstatement takes effect; or
2. An Injury which occurs after the date reinstatement takes effect.

A reinstated policy is subject to any provisions or changes attached to the reinstated policy.

SUSPENSION DURING MILITARY SERVICE

This policy will be suspended while the Insured is on full-time active duty in the military service of any nation or international authority. Suspension will be effective as of the date active duty starts. Active duty does not include training by reservists that lasts 90 days or less. Total Disabilities that occur as of the date the Insured's full-time active duty begins until the active duty ends and the policy is restored are not covered. We will refund to the Owner the pro rata portion of any premium paid for a period beyond the date of suspension. The suspended policy may be restored without proof of insurability if:

1. The active duty ends within 5 years from the date of suspension; and
2. The Owner applies in writing and premiums are paid within 180 days following the date active duty ends.

Coverage will start again as of the date We receive the written request and premiums to restore the policy, but not before the date active duty ends. Only a Total Disability from a Sickness which first manifests itself or an Injury which occurs after the policy is restored is covered. Once restored, all rights under the policy will be the same as before the policy was suspended. Premiums will be at the same rate as they would have been had the policy remained in force.

TRANSFER AND EXCHANGE PRIVILEGES

TRANSFER PRIVILEGE

On or before the Insured's Age 60 Policy Anniversary, the Insured may become the Insured under any other form of buy-out policy available based on Our then current underwriting guidelines without medical evidence of insurability, if:

1. This policy has been in force for at least two years, and
2. This policy terminates because the Insured ends Active Full-Time Employment with the Firm; and
3. The Insured starts Active Full-Time Employment for another Firm in which the Insured has an ownership interest; and
4. The Insured is not Totally Disabled and is not receiving benefits under this policy.

An application, completed by the Insured and the new Owner, must be received by Us within 90 days after this policy terminates. The underwriting requirements, other than medical, which apply to new applicants for this type of coverage must be met. The benefit limits of the new policy cannot be greater than those provided by this policy. Also, the Elimination Period cannot be less than that provided by this policy. The new policy will contain any exclusions, ratings and limitations contained in this policy.

The new policy will be effective on the date the application is approved by Us. The first premium must be paid within 31 days thereafter. The premium will be based on Our rates then in effect. It will also be based on the Insured's attained age and occupation on that date.

Any other transfer or change of ownership is subject to Our approval.

EXCHANGE PRIVILEGE

On or before the Insured's Age 60 Policy Anniversary, the Insured may exchange this policy for any individual disability income policy available based on Our then current underwriting guidelines without medical evidence of insurability, if:

1. The Insured is not Totally Disabled; and
2. This policy is in force; and
3. No premiums are in default; and
4. The Owner has requested termination of the Buy-Out Policy; and
5. The Insured completes an application.

The new policy will be effective on the date the application is approved and the first premium payment is received. The premium will be based on Our then current rates, the Insured's attained age and occupation. The new policy will contain any exclusions, ratings, and limitations contained in this policy.

The new policy's Maximum Benefit Period will not be more than 2 years and the Elimination Period will be 90 days or greater. Its Maximum Monthly Benefit will be the lesser of \$2,500 or the maximum amount We are willing to offer under Our then current underwriting guidelines. No benefit riders will be issued through an exchange but may be applied for as an adjustment as explained in the Policy Adjustment Options section of the new policy.

POLICY ADJUSTMENT OPTIONS

Subject to Our then current underwriting guidelines which may include requiring evidence of insurability, the Owner may request policy adjustments while the policy is in force, with no premiums in default, and the Insured is not Totally Disabled. To request an adjustment, an application signed by the Owner is required. The application must also be signed by the Insured, if the Insured is not the Owner, if evidence of insurability is required. An adjustment is effective on the Adjustment Date, subject to Our prior approval and payment of the required premium.

The adjusted benefits apply to a Total Disability from a Sickness which first manifests itself or an Injury which occurs on or after the Adjustment Date and while this policy is in force.

Any adjustment will change the information on the current Data Pages. We have the right to request the return of the policy so We can replace these pages.

THE CONTRACT

ENTIRE CONTRACT

The policy, the attached applications, and any attached riders or endorsements make up the entire contract.

ALTERATIONS

Only Our corporate officers may modify or waive anything in, or approve changes to, the policy. The change must be attached to the policy. No one else, including the agent or broker, has the authority to change the policy or waive any provision.

TIME LIMIT ON CERTAIN DEFENSES

In issuing the coverage(s) under the policy, We have relied on the statements and representations on the application. We have the right to void the coverage(s) due to a material misstatement or omission in the application. However, after two years from the effective date of coverage(s), no material misstatements or omissions, except fraudulent statements or omissions, made by the Insured or the Owner in an application will be used to void the coverage(s).

Applications include, but are not limited to, the initial application(s), applications for reinstatement, benefit update and any underwritten adjustment.

No claim for Total Disability starting after two years from the date coverage has been in effect will be reduced or denied because a Sickness or Injury existed before the effective date of coverage unless the condition is excluded by name or description. Sickness or Injury fully disclosed on the application(s) will be covered, unless excluded by name or description.

MISSTATEMENT OF AGE

If the Insured's age has been misstated, the coverage of this policy will be what the premium paid would have purchased at the Insured's correct age.

ASSIGNMENT

We are not bound by an assignment until received in a written form acceptable to Us at Our Home Office. We assume no responsibility for any assignment's validity. An assignment does not change the ownership of this policy.

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DISABILITY BUY-OUT POLICY. POLICY CONDITIONALLY RENEWABLE DURING ITS TERM. THIS POLICY MAY BE TERMINATED ONLY AS STATED IN THE TERMINATION PROVISION. PREMIUMS ARE GUARANTEED. NONPARTICIPATING.

BENEFIT UPDATE RIDER

This rider is part of the policy. It is issued in consideration of the application and payment of the premiums for the policy to which it is attached. All definitions, provisions, exceptions, limitations, and other terms of the policy apply to this rider unless specifically changed by this rider. The effective date of this rider is shown on the current Data Page.

BENEFIT UPDATE ADJUSTMENTS

Every three years from the Policy Date, We will review the Maximum Aggregate Benefit shown on the current Data Page. Prior to the Policy Anniversary, We will require an application and other evidence which satisfies Us that the Insured is insurable under Our then current underwriting guidelines except that the Insured need not show evidence of good health. If We receive the information We require within 30 days of Our request, We may offer to increase the Maximum Aggregate Benefit. Our offer will be to adjust to the allowable Maximum Aggregate Benefit based on the information received and Our then current underwriting guidelines.

EFFECT OF A BENEFIT UPDATE ADJUSTMENT

The new premium amount which results from an increase offer made under this rider will be automatically billed. Increases are accepted by paying the new premium. Less than 100% of the increase offer may also be accepted subject to number 2 in the Termination provision. Increases may be rejected by notifying Us in writing no later than 30 days after the Policy Anniversary or by not paying the increase in premium.

The adjusted Maximum Aggregate Benefit applies to a Total Disability which starts on or after the Policy Anniversary as described in the Benefit Update Adjustment Date provision.

BENEFIT UPDATE ADJUSTMENT DATE

Any adjustment in the Maximum Aggregate Benefit resulting from Our offer will be effective on the Policy Anniversary, subject to the Owner accepting Our offer. Any adjustment will change the information on the policy's Data Pages and new Data Pages will be provided.

TERMINATION

This rider will terminate, with no further offers available, when:

1. Underwriting evidence We require is not received within 30 days of Our request; or
2. Less than 50% of Our offer to increase the Maximum Aggregate Benefit is accepted; or
3. A decrease in the Maximum Aggregate Benefit is made under the Policy Adjustment Options section of the policy to an amount below the minimum required to be eligible for this rider according to Our then current underwriting guidelines; or
4. The Owner sends Us a written request to terminate this rider; or
5. The Insured reaches the Age 55 Policy Anniversary (except We will make one review for any rider issued on or after age 52); or
6. The policy, of which the rider is a part, terminates.

1 and 2 above do not apply if the Insured is Totally Disabled on the Benefit Update Adjustment Date.

(Continued on next page)

REINSTATEMENT

If this rider terminates under 1, 2, 3 or 5 above, the Owner may request reinstatement subject to Our underwriting guidelines then in effect.

If this rider terminates under 6 above, it may later be reinstated if the policy is reinstated in accordance with the policy terms for policy reinstatement.

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David J. Drury
Chairman and Chief Executive Officer



**Principal Life
Insurance Company**
Des Moines, Iowa 50392-0001